

**מתני'** המוציא שטר חוב על חברו, והלה הוציא שטר לך לך את השדה. אדמון אומר: יכול הוא שיאמר: אילו הייתי חייב לך היה לך להפרע את שלך בשמכרת לי את השדה! וחקמים אומרים: זה היה פקח, שמכר לו את הקרקע, מפני שהוא יכול למשכנו.

**MISHNA** With regard to one who produces a promissory note<sup>h</sup> against another, and this borrower produced a bill of sale dated after the promissory note that states that the lender sold him a field of his, Admon says that the borrower can say: Were I really indebted to you, you should have collected your loan when you sold me the field, and you would not have needed to sell it. And the Rabbis say: This is no proof, as it is possible that this lender was perspicacious, as he sold the borrower the land for a good reason, because now he can take the field as collateral from him in lieu of the outstanding loan.

**גמ'** מאי טעמא דרבנן? שפיר קאמר אדמון! באתרא דיהבי זוזי והדר כתבי שטרא - כולי עלמא לא פליגי דמצי אמר ליה: הנה לך לפרוע את שלך בשמכרת לי את השדה.

**GEMARA** The Gemara asks: What is the rationale for the opinion of the Rabbis? After all, Admon is saying well. The Gemara explains: In a place where people first give money and only afterward they write the bill of sale, everyone agrees that the borrower can say to the lender: You should have collected your debt when you sold me the field, i.e., when you received money from me you should have said that it is not for the field but is repayment of the debt I owed you.

כי פליגי - באתרא דכתבי שטרא והדר יהבי זוזי, אדמון סבר: איבעי ליה למימסר מודעא, ורבנן סברי: תברך תברא אית ליה, ותברא דתברך תברא אית ליה.

When they disagree is with regard to a place where people first write out the bill of sale and only afterward they give money. Admon holds that the lender should have put out a preemptive declaration, i.e., he should have earlier told witnesses that he is selling the field only so it can be used as collateral, and this transaction should not be taken as an indication that the buyer is not indebted to him. And the Rabbis hold that the lender may argue: Your friend has a friend and your friend's friend has a friend, i.e., word of my intention to use the field as collateral would have come back to the borrower and he would not have agreed to the transaction, and that is why I did not issue any declaration.

**מתני'** שנים שהוציאו שטר חוב זה על זה, אדמון אומר: אילו הייתי חייב לך ביצד אתה לזה ממני? וחקמים אומרים: זה גובה שטר חובו וזה גובה שטר חובו.

**MISHNA** With regard to two people who each produced a promissory note<sup>h</sup> of a monetary debt against the other, Admon says: The one holding the note with the later date can say to the first: If I owed you money, how is it that you are borrowing from me? You should have sued to collect your debt. This is proof that your document is a forgery. And the Rabbis say: This one collects his promissory note, and that one collects his promissory note.

HALAKHA

**המוציא שטר -** המוציא שטר - חוב וכי: In a case where one produces a promissory note that another owes him money, and that other person produces a document that the lender sold him a field, if this occurred in a place where the buyer first gives the money and then the seller writes him a document of sale, this promissory note is nullified, as the lender should certainly have seized the money transferred to him as payment of the debt owed instead of as payment for the sale of the property. If, however, the due date on the promissory note had not yet arrived, this argument is rejected. If the borrower claimed that the promissory note was a forgery, some say that he is not deemed credible (Rosh), while others maintain that he is deemed credible (Ran).

If this occurred in a place where the document of sale is written first and the money is transferred afterward, the promissory note is valid, as the lender can argue that he sold the land so that he could collect from the borrower a known plot of land to which no other earlier claimant has rights. If he sold the land after the due date on the promissory note had passed, the borrower can say that he should have come and seized the land from him without delay, in accordance with the opinion of the Rabbis. Some write that these halakhot apply

only to the sale of land, whereas the sale of movable property constitutes no evidence for the payment of debts (Rambam *Sefer Mishpatim, Hilkhhot Malve VeLoveh* 24:11; *Shulhan Arukh, Hoshen Mishpat* 85:1, and in the comment of Rema).

**Two people who each produced a promissory note, etc. -** שנים שהוציאו שטר חוב וכי: If two people each produce a promissory note against the other, the one holding the note with the later date cannot refuse to pay, saying to the other: If I owe you money, why did you borrow from me? Rather, each collects the debt owed him, in accordance with the opinion of the Rabbis in the mishna (Rambam). However, other authorities rule in accordance with the opinion of Admon that the argument of the later borrower is accepted (*Shulhan Arukh*). Others (Rema, citing *Teshuvot HaRosh*) add that this is the case only if there are no problems with the document. However, if there is any claim against the authenticity of the document, the first lender can reply to the other that he borrowed money from him due to a concern that he would not be able to collect the money owed him from that promissory note (Rambam *Sefer Mishpatim, Hilkhhot Malve VeLoveh* 24:10; *Shulhan Arukh, Hoshen Mishpat* 85:3).

LANGUAGE

Pack [*matrata*] – מִטְרָטָא: Some claim that this is from the Greek *μετρέτης*, *metrētēs*, meaning yardstick or measure. According to this opinion, the expression means that if two items are of the same measure, there is no reason to exchange them. Others explain that this refers to a saddlebag placed on a donkey, with two equal bags on either side. In this scenario, it does not matter which bag is on which side (*ge'onim*; see *Arukh*).

HALAKHA

Superior-quality land and superior-quality land – עֵדִית וְעֵדִית: If two individuals each produced a promissory note that the other owes him money, and the two notes bear the same amount, each retains his own property and no exchange need take place. This is the case regardless of whether both own superior-quality land, intermediate-quality land, or inferior-quality land, or even whether one has high- or intermediate-quality land and the other has inferior-quality land. The *halakha* is in accordance with the opinion of Rav Sheshet (Rambam *Sefer Mishpatim, Hilkhot Malve VeLoveh* 24:10; *Shulhan Arukh, Hoshen Mishpat* 85:3).

גַּמְרָא אֵתְמַר, שְׁנַיִם שְׁהוּצִיאוּ שֵׁטֶר חוֹב זֶה עַל זֶה, רַב נַחֲמָן אָמַר: זֶה גּוֹבֵה וְזֶה גּוֹבֵה, רַב שֵׁשֶׁת אָמַר: הַפּוֹכֵי מִטְרָטָא לְמָה לִּי? אֵלָּא זֶה עוֹמֵד בְּשָׂלוֹ וְזֶה עוֹמֵד בְּשָׂלוֹ.

דְּכוּלֵי עֲלָמָא, עֵדִית וְעֵדִית, בִּינוּמִת וּבִינוּמִת, זִיבוּרִית וְזִיבוּרִית – וְדָאֵי הַפּוֹכֵי מִטְרָטָא הוּא.

כִּי פְלִיגִי – דָּאִית לִיהּ לְחֵד בִּינוּמִת וְלְחֵד זִיבוּרִית, רַב נַחֲמָן סָבַר: זֶה גּוֹבֵה וְזֶה גּוֹבֵה, קָסָבַר: בְּשָׂלוֹ הֵן שְׁמִין.

אֲתֵי בְּעַל זִיבוּרִית וְגַבֵּי לִיהּ לְבִינוּמִת דְּהוּא גַבֵּיהּ עֵדִית, וְאֲתָא הַהוּא וְשָׁקִיל זִיבוּרִית.

וְרַב שֵׁשֶׁת אָמַר: הַפּוֹכֵי מִטְרָטָא לְמָה לִי, קָסָבַר: בְּשָׂל כָּל אָדָם הֵן שְׁמִין. סוֹף סוֹף, כִּי אֲתֵי הַהוּא בִּינוּמִת דְּנַפְשִׁיהּ קָשְׁקִיל.

וְרַב נַחֲמָן, מֵאִי חֲזִית דָּאִית בְּעַל זִיבוּרִית בְּרִישָׁא? לִיתֵי בְּעַל בִּינוּמִת בְּרִישָׁא וְלִיגְבֵי זִיבוּרִית, וְלִיהֲדַר וְלִיגְבֵי נִהְלִיָּה!

לָא צְרִיכָא, דְּקָדִים תְּבַעִיהּ. סוֹף סוֹף, כִּי אֲתוּ לְמַגְבֵי בְּהַדֵּי הַדְּדֵי קָאֲתוּ!

**GEMARA** It was stated that *amora'im* disputed the case of two people who each produced a promissory note against the other for the same value. Rav Nahman said: This one collects his debt and that one collects his debt. Rav Sheshet said: Why do I need to shift donkey packs [*matrata*]<sup>1</sup> from one side to the other? Rather, as each will retain the same sum, let this one stand with his money and let that one stand with his money.

The Gemara analyses this dispute: Everyone agrees that if the field of one of the parties, which served as guarantee for the promissory note, was superior-quality land and the other person also had superior-quality land,<sup>2</sup> or one had intermediate-quality land and the other had intermediate-quality land, or one had inferior-quality land and the other had inferior-quality land, this is certainly considered like shifting donkey packs, i.e., it is an exercise in futility, as there is no reason to exchange their money.

When they disagree is in a case where one has intermediate-quality land and the other one has inferior-quality land. Rav Nahman holds that this one collects his debt and that one collect his debt, as he holds that one assesses the quality of land on the basis of his own fields, i.e., if the borrower has different types of land, then his best land is classified as superior-quality land, the next best is considered intermediate-quality land, and his worst fields are called inferior-quality land.

Consequently, the owner of inferior-quality land, Reuven, will come and collect his debt from the intermediate-quality land of his debtor, Shimon, in accordance with the *halakha* that a creditor collects payment from intermediate-quality land. Since Shimon does not have any land that is inferior, Reuven necessarily takes his debt from that land. However, at this stage the land Reuven took from Shimon is considered for him superior-quality land, as all of his other fields are of lower quality than the field he took. And therefore, that other creditor, Shimon, comes to collect his debt from Reuven, and takes from inferior-quality land, as the intermediate-quality land that Reuven took from Shimon is now, relative to Reuven's other field, classified as superior-quality land. Consequently, each debtor will take different fields from the other, despite the fact that they owe the same sum.

And Rav Sheshet, who said: Why do I need to shift donkey packs, holds that the quality of the land is not assessed differently for each individual borrower. Rather, one assesses the quality of land on the basis of the lands of all people, i.e., there is a standard measure of land quality which applies to everyone. If so, then ultimately, when that second debtor, Shimon, comes to collect from Reuven he will take back his own intermediate-quality land, i.e., the field that Reuven took from him only a short while earlier. Consequently, no purpose is served by going through this process.

The Gemara asks: And according to the opinion of Rav Nahman, what did you see that led you to establish that the owner of inferior-quality land will come and collect his debt first, as described above? Let the owner of intermediate-quality land come first and collect inferior-quality land from the other party, as that is all he possesses. In this scenario, the intermediate-quality land in the possession of the one who collected his debt will be classified as high quality, while his inferior-quality field will be considered of intermediate quality. And therefore let the other return and collect the same portion of land that he took from him. Once again, this is an apparently unnecessary exchange.

The Gemara answers: No, it is necessary only in a case where the owner of the low-quality land happened to precede the other and claim from him first. The Gemara raises a difficulty: Ultimately, when they come to collect their respective debts, they come together, which means that they will pass the same portion of land back and forth.

Based on whose property does one assess – **בְּשֵׁל – מִי שָׁמִין**: In a case where a borrower possesses only inferior- and intermediate-quality land, but he had superior-quality land at the time the loan was issued and subsequently sold it, he must repay from his intermediate-quality land. Some maintain that this is the ruling of the Rambam (*Beit Yosef*). If he never had superior-quality land at all, he repays his debt from his inferior-quality land, as the assessment of the quality of his land is relative to his own properties, in accordance with the opinion of Rav Nahman (*Rambam Sefer Mishpatim, Hilkhot Malve VeLoveh 19:4; Shulhan Arukh, Hoshen Mishpat 102:4*).

This one... for ten and that one for five – **הָאֵלֶּיךָ לְעֶשֶׂר וְהַזֶּה לְחֵמֶשׁ**: Even if the promissory note produced by the first person was due prior to the note in the possession of the second person, each collects the sum of the note in his possession. If the due date of one was prior to the loan date of the other some argue that if the first document was authentic the lender should have collected on it prior to taking out a loan. However, some (*Shakh*) rule that in any event each collects the note in his possession, an opinion accepted by the majority of the early commentaries (*Shulhan Arukh, Hoshen Mishpat 85:3*).

אֵלֶּיךָ לֹא צָרִיכָא דְאִית לֵיהּ לְחַד עֵידִית וּבִינְוֹנִית, וְאִית לֵיהּ לְחַד זִיבוּרִית. מִרְ סָבֵר: בְּשֵׁל הֵן שָׁמִין, וּמִרְ סָבֵר: בְּשֵׁל כָּל אָדָם הֵן שָׁמִין.

Rather, the Gemara provides an alternative explanation: **No**, this dispute is **necessary** in a case **where one has superior-quality land and intermediate-quality land, and the other one has only inferior-quality land. One Sage, Rav Nahman, holds that one assesses the quality of land on the basis of his own fields.** Consequently, the owner of the low-quality land stands to gain, as he collects intermediate-quality land from the other and pays low-quality land in return, regardless of the order of the claims. **And one Sage, Rav Sheshet, holds that the court appraises the quality of land on the basis of the lands of all people, which means that they will be trading the same plot of land back and forth.**<sup>H</sup>

תַּנּוּ: וְחֻכְמִים אֹמְרִים: זֶה גּוֹבֵה וְזֶה גּוֹבֵה. תִּרְגְּמָה רַב נַחְמָן אֵלֶיבָא דְרַב שֵׁשֶׁת: כְּגוֹן שְׁלוֹה זֶה לְעֶשֶׂר וְזֶה לְחֵמֶשׁ.

We learned in the mishna: **And the Rabbis say: This one collects his promissory note and that one collects his promissory note.** This ruling apparently contradicts the opinion of Rav Sheshet. **Rav Nahman himself interpreted the mishna in accordance with the opinion of Rav Sheshet:** This is referring to a situation, for example, where **this one borrowed for a period of ten years and that one borrowed for five years.**<sup>H</sup> In this case it makes sense to say that each collects as stated in the promissory note in his possession.

הֵיכִי דְמִי? אֵילִימָא: רַאשׁוֹן לְעֶשֶׂר וְשֵׁנִי לְחֵמֶשׁ – בְּהָא לִימָא אֲדַמְוִן: אֵילוּ הֵייתִי חַיִּיב לָךְ בִּיצֵד אַתָּה לְוָה מִמְנָי? הָא לֹא מְטָא זְמַנְיָה! אֵלֶּיךָ. רַאשׁוֹן לְחֵמֶשׁ וְשֵׁנִי לְעֶשֶׂר.

The Gemara asks: **What are the circumstances of this case? If we say that the first one borrowed for ten years and the second for five, is this the case in which Admon would say: If I owed you money, how is it that you are borrowing from me?** After all, the due date has not yet arrived for the second person to pay his debt. Perhaps the other creditor needs money to sustain himself for the next five years. **Rather, the first one borrowed for five years and the second for ten years.**

הֵיכִי דְמִי? אֵי דְמְטָא זְמַנְיָה – מַאי טַעְמָא דְרַבְנָן, וְאֵי דְלֹא מְטָא זְמַנְיָה – הָא לֹא מְטָא זְמַנְיָה, וּמַאי טַעְמָא דְאֲדַמְוִן?

The Gemara continues to inquire: **What are the circumstances? If this is referring to a case where the due date of the first promissory note had already arrived when the second loan was issued, what is the rationale for the ruling of the Rabbis?** The second person should not have borrowed money from the first, as he should have instead collected payment on the debt owed to him. **And if the due date had not yet arrived, the second person clearly cannot demand his money, as the due date had not yet arrived, and perhaps he simply was in need of available money. And if so, what is the rationale for the opinion of Admon?**

לֹא צָרִיכָא דְאִתָּא בְּהֵוָה יוֹמָא דְמִשְׁלָם חֵמֶשׁ. מִרְ סָבֵר: עֲבִיד אֵינִישׁ דְּזִיזִיף לְיוֹמָיָה, וּמִרְ סָבֵר: לֹא עֲבִיד אֵינִישׁ דְּזִיזִיף לְיוֹמָיָה.

The Gemara answers: **No, it is necessary in a case where he came on exactly that day when the five years of the first loan were completed.**<sup>H</sup> The dispute is as follows: **One Sage, the Rabbis, holds that a person will take out a loan even for one day, and one Sage, Admon, holds that a person will not take out a loan for one day, and therefore he would have waited one day to receive payment of the debt owed to him.**

רַמִּי בַר חַמָּא אָמַר: הֵכָא בֵּיתְמִי עֶסְקִינָן, דִּיבְתִימִי מִיגְבָּא גְבִי, אֲגַבִּוּי לֹא מִגְבִּינָן מִינְיָהוּ. וְהָא זֶה גּוֹבֵה וְזֶה גּוֹבֵה קְתַנִּי! זֶה גּוֹבֵה וְזֶה רְאוּי לְגַבּוּת, וְאֵין לוֹ.

Rami bar Hama stated a different answer: **Here we are dealing with orphans,**<sup>H</sup> i.e., one of the debtors died without leaving any landed properties, as **orphans collect debts owed to their father but others do not collect from them the debts their father owed.** Consequently, the statement of the Rabbis that each collects based on the document in his possession has practical ramifications. The Gemara asks: **But the mishna teaches that this one collects his promissory note and that one collects his promissory note, whereas according to this interpretation only the orphans collect the debts they are owed.** The Gemara answers: The mishna means that **this one collects, and that one has the potential to collect but he does not have any land from which he may legally collect his debt.**

HALAKHA

בְּהֵוָה יוֹמָא – דְּמִשְׁלָם חֵמֶשׁ: Even if the second person borrowed on the due date of the promissory note, i.e., Levi loaned money to Yehuda for five years, and on the day the loan was due Levi came and borrowed from him, Yehuda cannot say to him: Why did you obligate yourself for one day? Rather, each collects on the note in his possession (*Shulhan Arukh, Hoshen Mishpat 85:2*)

הֵכָא בֵּיתְמִי עֶסְקִינָן – Here we are dealing with orphans – If one of the two creditors died and left behind minor orphans, each party keeps what he has, even if the orphans' father left them with nothing. The reason is that if they try to collect from the other creditor, he may likewise collect what they took from him, in keeping with the ordinance of the *ge'onim* that a creditor may collect debts from the movable property of an orphan. This is in accordance with the conclusion of the Gemara that what a debtor has seized remains with him (*Shulhan Arukh, Hoshen Mishpat 85:4–5*).



NOTES

And let us establish, etc. – לוקמה וכו': Some explain that the Gemara is asking why Rami bar Hama's explanation is rejected, as he could establish the mishna in a different manner. Others maintain that this is a general question as to why the mishna is not explained in this fashion (see Rivan and Ritva).

Where he seized etc. – היכא דתפס וכו': Some explain that as he was able to collect intermediate-quality land from the father's estate while he was alive, it is not taken away from him at a later stage (Ra'avad). Others note that although by Torah law a creditor collects from inferior-quality land, nevertheless the Sages issued a decree that if one did seize intermediate-quality land from orphans it is not taken away from him, so that people not be discouraged from issuing loans (Ramban).

HALAKHA

Three lands with regard to marriage – שלש ארצות: The entire inhabited area of Eretz Yisrael is divided into separate territories with regard to the halakhot of forced relocation after marriage: Judea, Transjordan, and the Galilee. The commentaries add that every kingdom constitutes its own land as far as these halakhot are concerned (Rivash). Furthermore, if one kingdom is subdivided into separate counties, even in name only, each is considered a separate land (Be'er Heitev; Rambam Sefer Nashim, Hilkhhot Ishut 13:16; Shulhan Arukh, Even HaEzer 75:1).

One may not remove, etc. – אין מוציאין וכו': If a man from one of these three lands married a woman from another land, she must relocate to his place of residence, as she married him under this condition, even if it was not expressly stated. If they were from the same land, he cannot force her to relocate to a different country. However, he can compel her to move from one town to another, or from one city to another, within the same land. Some claim that with regard to moving from one town to another, each spouse can force the other to relocate (Rema). Some authorities (Terumat HaDeshen) claim that if he is unable to earn a living where they are, she must relocate with him, while others (Beit Yosef) dispute this (Rambam Sefer Nashim, Hilkhhot Ishut 13:17; Shulhan Arukh, Even HaEzer 75:1).

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HALAKHA

Also not from a noxious residence – אף לא מנה רעה: When a man seeks to relocate with his wife from town to town or from city to city in the same land, he cannot take her from a pleasant to a noxious residence or vice versa, in accordance with the opinion of Rabban Shimon ben Gamliel (Rambam Sefer Nashim, Hilkhhot Ishut 13:19; Shulhan Arukh, Even HaEzer 75:2).

אמר רבא: שתי תשובות בדבר: חדא – דזה גובה וזה גובה קתני, ועוד: לגבינהו ארעא ליתמי, וליהדר וליגבינהו מיניהו, כדרב נחמן, דאמר רב נחמן אמר רבה בר אבובה: יתומים שגבו קרקע בחובת אביהן – בעל חוב חוזר וגובה אותן מהן, קשיא!

ולוקמה דאית להו ליתמי זיבורית ואית ליה לדידיה עדיית ובינונית, דאולי יתמי גבו בינונית ומגבו ליה זיבורית. דאי נמי בשל כל אדם הן שמיין – הא אין נפרעין מנכסי יתומים אלא מזיבורית!

הני מילי היכא דלא תפס, אבל היכא דתפס – תפס.

מתני' שלש ארצות לנשואין: יהודה, ועבר הירדן, והגליל. אין מוציאין מעיר לעיר ומכרך לכרך, אבל באותה הארץ מוציאין מעיר לעיר ומכרך לכרך.

אבל לא מעיר לכרך ולא מכרך לעיר. מוציאין מנה הרעה לנה היפה, אבל לא מנה היפה לנה הרעה. רבן שמעון בן גמליאל אומר: אף לא מנה רעה לנה יפה, מפני שהנה היפה בודק.

גמ' בשלמא מכרך לעיר – דבכרך שכיחי כל מילי, בעיר לא שכיחי כל מילי. אלא מעיר לכרך מאי טעמא?

Rava said: There are two responses to this explanation. One is that the mishna teaches that this one collects his promissory note and that one collects his promissory note, which indicates that each actually collects what is owed to him, not that one is entitled to collect it but may not do so in practice. And furthermore, let him give land to the orphans and return and collect it from them, in accordance with the opinion of Rav Nahman. As Rav Nahman said that Rabba bar Avuh said: With regard to orphans who collected land in payment of their father's debt, a creditor may come back and collect it from them. The Gemara comments: This does pose a difficulty for the explanation of Rami bar Hama.

The Gemara asks: And let us establish<sup>N</sup> the mishna as referring to a case where the orphans have inferior-quality land, and he himself, the other creditor, has both superior-quality land and intermediate-quality land. In this scenario the orphans go and collect intermediate-quality land from him, while they give him inferior-quality land in payment of the debt owed to him by their father. The reason is that even if the halakha is that one assesses the quality of land on the basis of the lands of all people, and therefore the other creditor should be able to collect intermediate-quality land from the orphans, there is a principle that one collects a debt from the property of orphans only from inferior-quality land.

The Gemara answers: This applies only to a case where the lender has not as yet seized any land from the orphans in payment of his debt. However, where he has seized<sup>N</sup> intermediate-quality land, he has seized that land. Since he is already in possession of a field, it is not taken from him. In these circumstances there is no significance to each party collecting from the other.

**MISHNA** Eretz Yisrael is divided into three separate lands with regard to marriage:<sup>H</sup> Judea, Transjordan, and the Galilee. If a man marries a woman in one of these lands he may not remove<sup>H</sup> her from one town to another town in another of these lands or from one city to another city, i.e., he cannot compel her to move to another land. However, in the same land one may remove her from one town to another town or from one city to another city.

However, even within the same land one may not force his wife to move from a town to a city, nor from a city to a town.

The mishna adds: One may remove his wife from a noxious residence to a pleasant residence, even if it is in another land. However, one may not compel his wife to move from a pleasant residence to a noxious residence. Rabban Shimon ben Gamliel says: One may also not remove her from a noxious residence<sup>H</sup> to a pleasant residence, because a pleasant residence tests the individual, i.e., one accustomed to certain environments can suffer even in more comfortable living quarters.

**GEMARA** With regard to the statement in the mishna that one may not force one's spouse to move from a city to a town or from a town to a city, the Gemara asks: Granted, one may not remove her from a city to a town, as all items are readily available in a city, whereas in a town all items are not as available, and therefore the wife can argue that living in a town is inconvenient for her. However, what is the reason that the husband cannot compel her to move from a town to the city?

Dwelling in cities is difficult – **ישיבת כרבים קשה** – Some explain that this is due to the congested conditions of the city, the tight housing, the number of people, and the lack of open spaces and fresh air (Rivan; Rid). Others claim that the cost of living is higher in the cities (Rabbeinu Hananel). Yet others add that one must adopt a higher standard of living when residing in a city (*Talmidei Rabbeinu Yona*).

## LANGUAGE

Habits [veset] – **קֶט**: From the Greek ἔθος, *ethos*, meaning custom or habit.

## HALAKHA

All may force their family to ascend to Eretz Yisrael, etc. – **הכל מעלים לארץ ישראל וכו'** – All of these *halakhot* concerning the relocation of a married couple refer only to a move either within the borders of Eretz Yisrael or between different countries abroad. However, one can coerce a spouse to move from abroad to Eretz Yisrael, even from a pleasant residence to a noxious one, and even from a place in which the majority of residents are Jews to a place where the majority are gentiles. One cannot coerce a spouse to leave Eretz Yisrael even if it would be a move from a noxious residence to a pleasant one, or from a place where the majority of residents are gentiles to one where the majority is Jewish (Rambam *Sefer Nashim*, *Hilkhot Ishut* 13:19; *Shulhan Arukh*, *Even HaEzer* 75:3).

All may force their family to ascend to Jerusalem – **הכל מעלין לירושלים**: The same *halakha* that applies to Eretz Yisrael vis-à-vis other countries also applies with regard to Jerusalem vis-à-vis the rest of Eretz Yisrael: All may force their family to move to Jerusalem and none may coerce them to leave the city (Rambam *Sefer Nashim*, *Hilkhot Ishut* 13:20; *Shulhan Arukh*, *Even HaEzer* 75:4).

מסייע ליה לרבי יוסי בר חנינא, דאמר רבי יוסי בר חנינא: מנין שישבת כרבים קשה – שנאמר "ויברכו העם לכל האנשים המתנדבים לשבת בירושלים".

"רבן שמעון בן גמליאל אומר" כו'. מאי בודק? בדשמואל, דאמר שמואל: שינוי וסת תחלת חולי מעים. כתוב בספר בן סירא: "כל ימי עמי רעים" ודאיכא שבתות וימים טובים! בדשמואל, דאמר שמואל: שינוי וסת תחלת חולי מעים.

בן סירא אומר: "אף לילות, בשפל גגים גגו ובמרום הרים ברמו, ממטר גגים לגגו ומעפר ברמו לכרמים".

**מתני'** הכל מעלין לארץ ישראל ואין הכל מוציאין, הכל מעלין לירושלים ואין הכל מוציאין. אחד האנשים ואחד הנשים.

נשא אשה בארץ ישראל וגרשה בארץ ישראל – נותן לה ממעות ארץ ישראל. נשא אשה בארץ ישראל וגרשה בקפוטקיא – נותן לה ממעות ארץ ישראל. נשא אשה בקפוטקיא וגרשה בארץ ישראל – נותן לה ממעות ארץ ישראל. רבן שמעון בן גמליאל אומר: נותן לה ממעות קפוטקיא. נשא אשה בקפוטקיא וגרשה בקפוטקיא – נותן לה ממעות קפוטקיא.

The Gemara answers: **This supports the opinion of Rabbi Yosei bar Hanina, as Rabbi Yosei bar Hanina said: From where is it derived that dwelling in cities is difficult? As it is stated: "And the people blessed all the men who willingly offered themselves to dwell in Jerusalem"** (Nehemiah 11:2). This shows that living in a city is difficult, due to the noise and the general hubbub of an urban area.

§ The mishna taught: **Rabban Shimon ben Gamliel says that a pleasant residence tests the individual. The Gemara asks: What is the meaning of the term tests in this context? The Gemara explains: This is in accordance with the opinion of Shmuel, as Shmuel said: A change in one's eating habits [veset]<sup>1b</sup> or in one's place of residence is the start of intestinal disease. Similarly, it is written in *Sefer Ben Sira*:<sup>8</sup> All the days of the poor are terrible. And yet there are Shabbatot and Festivals, when even the poor eat well. Once again, the Gemara answers: This is in accordance with the opinion of Shmuel, as Shmuel said: A change in one's eating habits or in one's place of residence is the start of intestinal disease, and as a result the poor suffer even from a change for the better.**

Since the Gemara quoted from *Sefer Ben Sira*, it cites the rest of the passage concerning the terrible days of the poor. **Ben Sira says: Even the nights of the poor are bad. His roof is at the low point of the roofs, i.e., his residence is at the lowest point in the city, and his vineyard is at the mountain peaks, at the highest point of the slope, which means that the rain of roofs washes down to his roof, and the soil of his vineyard to other vineyards, i.e., the rain washes away the soil in his vineyard and carries it away to the vineyards below.**

**MISHNA** All may force their family to ascend to Eretz Yisrael,<sup>1</sup> i.e., one may compel his family and household to immigrate to Eretz Yisrael, **but all may not remove others from Eretz Yisrael, as one may not coerce one's family to leave. Likewise, all may force their family to ascend to Jerusalem,<sup>1</sup> and all may not, i.e., no one may, remove them from Jerusalem. Both men and women may force the other spouse to immigrate to Eretz Yisrael or to move to Jerusalem.**

The mishna lists other halakhic distinctions between various geographic locations: **If one married a woman in Eretz Yisrael and divorced her in Eretz Yisrael, and the currency of the sum in the marriage contract was not specified, he gives her the sum of her marriage contract in the currency of Eretz Yisrael. If one married a woman in Eretz Yisrael and divorced her in Cappadocia,<sup>8</sup> where the currency holds greater value, he gives her the currency of Eretz Yisrael. If one married a woman in Cappadocia and divorced her in Eretz Yisrael, he likewise gives her the currency of Eretz Yisrael. Rabban Shimon ben Gamliel says: He gives her the currency of Cappadocia. Everyone agrees that if one married a woman in Cappadocia and divorced her in Cappadocia, he gives her the currency of Cappadocia.**

## BACKGROUND

**A change in habits** – **שינוי וסת**: A sudden change in eating habits, e.g., a change in one's diet or the quantity of food consumed, may adversely affect one's digestion. Although this is unlikely to cause a full-fledged illness, it might lead to discomfort and even severe pain.

**Sefer Ben Sira** – **ספר בן סירא**: *Sefer Ben Sira* is one of the books of the Apocrypha. It was added to the canon of biblical literature in the Septuagint. This book is unique in that it is cited by the Sages by name, at times with the same introductory language as the books of the Writings of the Bible. Since this book was not sanctified as part of the biblical canon, there were many different editions available, as can be seen from translations and manuscripts. It is possible that a different, and less reliable, book: The Alphabet of Ben Sira, was added to the apocryphal work

mentioned above, which lead the Sages to treat the entire work with a measure of suspicion. The passage cited here does not appear either in the translations or in the Hebrew manuscripts of the book, although it does appear as a gloss in one manuscript. This passage is based on a verse in the Bible: "All the days of the poor are evil" (Proverbs 15:15), and it is followed by additional observations attributed to ben Sira.

**Cappadocia** – **קפוטקיא**: This refers to the province *καπαδοκία*, *Kappathokia*, located in Asia Minor, bordering the Euphrates. Cappadocia was once an independent country, which became a Roman province in the time of the Talmud. As mentioned here, the coins of Cappadocia were greater in value than those of Eretz Yisrael due to their higher content of precious metals.

NOTES

**To include slaves – לְאִתּוּי עֲבָדִים:** Rashi explains that this refers to Hebrew slaves, while the statement later in the Gemara, that a slave is included in the *halakha* that none may force anyone to leave Eretz Yisrael, refers even to a Canaanite slave. However, others maintain that here, as elsewhere, the term slaves refers to Canaanite slaves (Ra'avad). Accordingly, as a Canaanite slave is obligated in the performance of mitzvot to the same degree as a woman, he must fulfill the mitzva of settling Eretz Yisrael, as discussed later in the Gemara. Consequently, he may coerce his master to resettle there or to emancipate him.

HALAKHA

**To include slaves – לְאִתּוּי עֲבָדִים:** If a Canaanite slave expressed a wish to immigrate to Eretz Yisrael, his master must either take the slave there himself or sell him to someone who will take him there. If they were living in Eretz Yisrael and the master wished to leave, he may not forcibly take his slave with him. This *halakha* applies at all times, even when Eretz Yisrael is under foreign control (Rambam *Sefer Kinyan, Hilkhot Avadim* 8:9; *Shulhan Arukh, Yoreh De'a* 267:85).

**He says to ascend, etc. – הוּא אוֹמֵר לַעֲלוֹת וְכוּ':** If a man wishes to ascend to Eretz Yisrael and his wife does not wish to do so, he may divorce her without paying the marriage contract. Similarly, if she wishes to ascend to Eretz Yisrael and the husband does not wish to do so, he must divorce her and pay her the marriage contract. Some say that this *halakha* applies only when the move does not entail danger (Rashbatz). In general, the halakhic authorities debate whether or not the mitzva to immigrate to Eretz Yisrael applies nowadays. Since this debate remains unresolved, one may not force an unwilling spouse to make the move (*Be'er HaGola*). Others (*Pithei Teshuva*) cite several responsa that conclude that there is a mitzva to immigrate to Eretz Yisrael even in contemporary times (Rambam *Sefer Nashim, Hilkhot Ishut* 13:20; *Shulhan Arukh, Even HaEzer* 75:4–5).

**גמ' "הכל מעלין" לְאִתּוּי מַאי? לְאִתּוּי עֲבָדִים.**

**וְלִמָּאן דְּתַנִּי עֲבָדִים בְּהִדְיָא, לְאִתּוּי מַאי? לְאִתּוּי מְנוּהַ הִיפָּה לְנוּהַ הָרַעָה.**

**"וְאִין הַבֵּל מוֹצִיאִין" לְאִתּוּי מַאי? לְאִתּוּי עֲבָד שְׂבָרַח מְחוּצָה לְאַרְץ לְאַרְץ, דְּאִמְרִין לֵיהּ: יִבְנֶיהָ הָכָא וְוִיל, מְשׁוּם יְשִׁיבֵת אֶרֶץ יִשְׂרָאֵל.**

**"הכל מעלין לירושלים" לְאִתּוּי מַאי? לְאִתּוּי מְנוּהַ הִיפָּה לְנוּהַ הָרַעָה.**

**"וְאִין הַבֵּל מוֹצִיאִין" לְאִתּוּי מַאי? לְאִתּוּי אֶפְלוּ מְנוּהַ הָרַעָה לְנוּהַ הִיפָּה. וְאִידי דְּתַנָּא רִישָׁא "אִין מוֹצִיאִין", תַּנָּא סִּיפָא נְמִי "אִין מוֹצִיאִין".**

**תַּנּוּ רַבֵּנָן: הוּא אוֹמֵר לַעֲלוֹת וְהִיא אוֹמֶרֶת שְׁלֹא לַעֲלוֹת, – בּוֹפִין אוֹתָהּ לַעֲלוֹת, וְאִם לֹא – תַּצַּא בְּלֹא כְּתוּבָה. הִיא אוֹמֶרֶת לַעֲלוֹת וְהוּא אוֹמֵר שְׁלֹא לַעֲלוֹת, – בּוֹפִין אוֹתוֹ לַעֲלוֹת, וְאִם לֹא – יוֹצִיא וְיִתֵּן כְּתוּבָה.**

**הִיא אוֹמֶרֶת לְצֵאת וְהוּא אוֹמֵר שְׁלֹא לְצֵאת, – בּוֹפִין אוֹתָהּ שְׁלֹא לְצֵאת, וְאִם לֹא – תַּצַּא בְּלֹא כְּתוּבָה. הוּא אוֹמֵר לְצֵאת וְהִיא אוֹמֶרֶת שְׁלֹא לְצֵאת, – בּוֹפִין אוֹתוֹ שְׁלֹא לְצֵאת, וְאִם לֹא – יוֹצִיא וְיִתֵּן כְּתוּבָה.**

**"נָשָׂא אִשָּׁה" כּוּ'. הִיא גּוֹפָא קְשִׁיא;**

**GEMARA** The mishna stated: **All** can force the members of their family to ascend. The Gemara asks: This inclusive phrase serves to **include what case?** The Gemara answers: It comes to **include slaves**,<sup>h1</sup> i.e., Hebrew slaves as well may be coerced to immigrate to Eretz Yisrael with their master's family against their will.

The Gemara asks: **And according to the one** whose text of the mishna **expressly teaches** the case of slaves, this phrase comes to **include what case?** As stated later in the Gemara, there are some editions of the mishna that state that this *halakha* applies equally to men, women, and slaves. The Gemara answers: It comes to **include one who moves from a pleasant residence to a noxious residence**, i.e., one may coerce his family to ascend to Eretz Yisrael even from a good residence abroad to an inferior one in Eretz Yisrael.

**S** The mishna further taught: **But all may not remove others.** Once again the Gemara asks: This phrase comes to **include what case?** The Gemara answers: It comes to **include a Canaanite slave who ran away from his master and came from outside Eretz Yisrael to Eretz Yisrael, as we say to the master: Sell your slave here, in Eretz Yisrael, and then you may go and return abroad, but you may not take the slave abroad with you, due to the mitzva of settling Eretz Yisrael.**

**S** The mishna taught: **All may force others to ascend to Jerusalem.** The Gemara asks once again: This phrase comes to **include what case?** The Gemara answers: It comes to **include a move from a pleasant residence elsewhere in Eretz Yisrael to a noxious residence in Jerusalem.**

**S** The mishna taught: **And all may not remove them from Jerusalem.** The Gemara asks: This phrase comes to **include what case?** The Gemara answers: It comes to **include even a move from a noxious residence to a pleasant residence.** The Gemara adds: **And since the tanna of the mishna taught: But one may not remove, in the first clause, he also taught: But one may not remove, in the latter clause, despite the fact that this halakha could have been inferred from the first clause.**

**S** The Sages taught: If the husband says that he wishes to ascend,<sup>h1</sup> i.e., to immigrate to Eretz Yisrael, and his wife says that she does not wish to ascend, one forces her to ascend. And if she will not do so, as she resists all attempts to force her to make the move, she is divorced without receiving her marriage contract, i.e., she forfeits her rights to the benefits outlined in the marriage contract. If she says that she wishes to ascend to Eretz Yisrael and he says that he does not wish to ascend, one forces him to ascend. And if he does not wish to immigrate, he must divorce her and give her the marriage contract.

If she says that she wishes to leave Eretz Yisrael, and he says that he does not wish to leave, one forces her not to leave. And if she does not wish to stay in Eretz Yisrael and resists all attempts to force her to stay, she is divorced without receiving her marriage contract. If he says that he wishes to leave Eretz Yisrael and she says that she does not wish to leave, one forces him not to leave. And if he does not wish to stay in Eretz Yisrael, he must divorce her and give her the marriage contract.

**S** The mishna taught that if one married a woman in Eretz Yisrael and divorced her in Cappadocia, he must pay her the marriage contract in the currency of Eretz Yisrael. The same is true if he married her in Cappadocia and divorced her in Eretz Yisrael. The Gemara asks: **This matter itself is difficult**, i.e., there is an internal contradiction in the rulings provided by the mishna.



קָתַנּוּ: נָשָׂא אִשָּׁה בְּאֶרֶץ יִשְׂרָאֵל וְגִרְשָׁהּ  
בְּקַפּוֹדָסְיָא נוֹתֵן לָהּ מִמְעוֹת אֶרֶץ יִשְׂרָאֵל –  
אֵלְמָא בְּתֵר שִׁיעֻבּוּדָא אֲזִילֵינּוּ. אֵימָא סִיפָא:  
נָשָׂא אִשָּׁה בְּקַפּוֹדָסְיָא וְגִרְשָׁהּ בְּאֶרֶץ יִשְׂרָאֵל  
נוֹתֵן לָהּ מִמְעוֹת אֶרֶץ יִשְׂרָאֵל, אֵלְמָא בְּתֵר  
גּוֹבִינָא אֲזִילֵינּוּ!

The Gemara elaborates: The mishna first teaches that if one married a woman in Eretz Yisrael<sup>h</sup> and divorced her in Cappadocia, he gives her the currency of Eretz Yisrael. Apparently, one follows the customs of the place of the lien, i.e., he pays with the currency of the location of the wedding, where the obligation came into force. Now, say the latter clause of the mishna: If one married a woman in Cappadocia and divorced her in Eretz Yisrael, he likewise gives her currency of Eretz Yisrael. Apparently, one follows the place of the collection of the money.

אָמַר רַבָּה: מִקּוּלֵי כְּתוּבָה שָׁנוּ כָּאן, קָסְבֵר  
כְּתוּבָה דְרַבָּנָן.

Rabba said: The Sages taught here one of the leniencies that apply to a marriage contract. The leniency is that the husband pays with the less valuable currency of Eretz Yisrael in both cases, whether the wedding or the divorce occurred there. This is because the *tanna* of this mishna holds that a marriage contract applies by rabbinic law.

”רַבִּין שִׁמְעוֹן בֶּן גַּמְלִיאֵל אוֹמֵר: נוֹתֵן  
לָהּ מִמְעוֹת קַפּוֹדָסְיָא.” קָסְבֵר: כְּתוּבָה  
דְּאוּרִיטָא.

§ The mishna taught that Rabban Shimon ben Gamliel says that if one married a woman in Cappadocia and divorced her in Eretz Yisrael, he pays her the marriage contract in the currency of Cappadocia. The Gemara explains that Rabban Shimon ben Gamliel holds that a marriage contract applies by Torah law, which means that its debt must be paid according to its highest possible value. Consequently, one follows the place in which the obligation was formed, which is the *halakha* for all deeds and contracts, and there is no room for leniency in this matter.

תַּנּוּ רַבָּנָן: הַמּוֹצִיא שְׂטֵר חוּב עַל חֲבִירוֹ, כְּתוּב  
בּוּ בָבֶל – מַגְבִּיהוּ מִמְעוֹת בָּבֶל, כְּתוּב בּוּ אֶרֶץ  
יִשְׂרָאֵל – מַגְבִּיהוּ מִמְעוֹת אֶרֶץ יִשְׂרָאֵל. כְּתוּב  
בּוּ סֵתָם, הוֹצִיאוּ בְּבָבֶל – מַגְבִּיהוּ מִמְעוֹת  
בָּבֶל, הוֹצִיאוּ בְּאֶרֶץ יִשְׂרָאֵל – מַגְבִּיהוּ מִמְעוֹת  
אֶרֶץ יִשְׂרָאֵל. כְּתוּב בּוּ כֶסֶף סֵתָם – מֵה  
שִׁירְצָה לָוֶה מַגְבִּיהוּ, מֵה שְׂאִין בֶּן כְּתוּבָה.

§ The Sages taught: With regard to one who produces a promissory note against another,<sup>h</sup> if Babylonia is written in it, he pays it with the currency of Babylonia; if Eretz Yisrael is written in it, he pays it with currency of Eretz Yisrael. In a case where it is written without specification as to where the document was written, if he produced it in Babylonia he pays it with the currency of Babylonia and if he produced it in Eretz Yisrael he pays it with currency of Eretz Yisrael. If the note mentions money without specification of what type of coins are to be used, the borrower may pay it with any type of coin he likes, even the smallest denomination available. However, this is not the case with regard to a marriage contract.

אֵימָא? אָמַר רַב מֶשֶׁרְשִׁיּוּ: אֲרִישָׁא, לְאַפּוּקִי  
מִדְרַבָּן שִׁמְעוֹן בֶּן גַּמְלִיאֵל, דְּאָמַר כְּתוּבָה  
דְּאוּרִיטָא.

The Gemara asks: With regard to this last statement, that this is not the case with regard to a marriage contract: To which part of the *baraita* is this referring? Rav Mesharshiyya said: It is referring back to the first clause, that if the promissory note mentions Babylonia one pays with Babylonian currency. This indicates that one invariably pays based on the place where the document was written. The *tanna* adds that this principle does not apply to a marriage contract, as one pays based on the place where a marriage contract was written only if this would lead to a leniency, as explained above (Rid). This ruling comes to exclude the opinion of Rabban Shimon ben Gamliel, who said that that a marriage contract applies by Torah law and must always be paid in the currency of the place in which the obligation was first formed.

#### HALAKHA

נָשָׂא אִשָּׁה בְּאֶרֶץ – One married a woman in Eretz Yisrael, etc. – In a case of one who married a woman in one place and divorced her elsewhere, and no specific currency was mentioned in the marriage contract, if the currency of the place where they were married is more valuable, he pays her with the currency of the place where they were divorced. This is the case only if she was with him at the time of the divorce; however, if he had to send her bill of divorce to the place where they were married, this *halakha* does not apply (Beit Yosef, citing Rashba). If the money of the place where they were divorced is more valuable, he pays her with the currency of the location where

they were wed. The *halakha* is in accordance with the opinion of the Rabbis that a marriage contract applies by rabbinic law, and therefore the Sages were lenient in these matters. In any event, the husband may not pay her less than the minimum value of a marriage contract fixed by the Sages (*Maggid Mishne*). Needless to say, if a given currency was noted in the marriage contract she collects the money in that currency (Rambam *Sefer Nashim, Hilkhot Ishut* 16:6; *Shulhan Arukh, Even HaEzer* 100:5).

הַמּוֹצִיא שְׂטֵר – One who produces a promissory note  
חוּב וְכוּ: With regard to one who produces a promissory note

against another, if it was written in Babylonia he pays the debt in Babylonian currency, and if it was written in Eretz Yisrael, he pays the debt in currency from Eretz Yisrael. If the location was not stated in the document, the debt is paid in the currency of the location where the document was produced by the creditor. If the note did not mention any specific denomination of currency or location, the borrower may pay with the currency of his choice, as stated in the *baraita* (Rambam *Sefer Mishpatim, Hilkhot Malve VeLoveh* 17:9; *Shulhan Arukh, Hoshen Mishpat* 42:14).

But one can say it refers to strips – ואימא נסכא: If it is stated in a document that one borrowed silver from another, he may repay the loan with the smallest available weight of silver. If it is stated that he borrowed a silver coin, he may repay with the smallest silver coin available, even if it is a *peruta* (Rambam *Sefer Mishpatim*, *Hilkhot Malve VeLoveh* 17:9; *Shulhan Arukh*, *Hoshen Mishpat* 42:13).

A person should always reside in Eretz Yisrael – לעולם ידור אדם בארץ ישראל: One should always reside in Eretz Yisrael, even in a town which is populated predominantly by gentiles, rather than outside Eretz Yisrael, even in a predominantly Jewish town. All who leave Eretz Yisrael to reside elsewhere are considered as though they are engaged in idol worship (Rambam *Sefer Shofetim*, *Hilkhot Melakhim* 5:12).

”כתוב בו כסף סתם מה שירצה לזה מנבחהו.” ואימא נסכא? אמר רבי אלעזר: דכתיב ביה מטבע. ואימא פריטי? אמר רב פפא: פריטי דכספא לא עבדי אנשי.

תנו רבנן: לעולם ידור אדם בארץ ישראל, ואפילו בעיר שרובה גוים ואל ידור בחוצה לארץ ואפילו בעיר שרובה ישראל. שכל הדר בארץ ישראל דומה כמי שיש לו אלוה, וכל הדר בחוצה לארץ דומה כמי שאין לו אלוה, שנאמר “לתת לכם את ארץ כנען להיות לכם לאלהים.”

וכל שאינו דר בארץ אין לו אלוה? אלא לומר לך: כל הדר בחוצה לארץ – כאילו עובד עבודה זרה, וכן בדרוד הוא אומר “כי גרשוני היום מהסתפח בנחלת ה’ לאמר לך עבוד אלהים אחרים,” וכי מי אמר לו לדרוד: לך עבוד אלהים אחרים? אלא לומר לך: כל הדר בחוצה לארץ – כאילו עובד עבודה זרה.

רבי זירא וירא הוה קמשתמיט מיניה דרב יהודה, דבעא למיסק לארץ ישראל. דאמר רב יהודה: כל העולה מבבל לארץ ישראל – עובר בעשה, שנאמר

§ The Gemara continues to analyze the *baraita*, which teaches: If the note mentions money [*keseif*] without specification, the borrower may pay it with any type of coin he likes. The Gemara asks: But can’t one say that perhaps the document was not speaking of coins but of silver [*keseif*] strips?<sup>4</sup> Rabbi Elazar said: The *baraita* is referring to a case in which it is written in the document: Coins, although it does not specify which ones. The Gemara further asks: And can’t one say that one may pay off the debt with *perutot*, a small denomination? Rav Pappa said: People do not ordinarily mint *perutot* of silver,<sup>5</sup> as they reserve silver for larger denominations.

§ In relation to the basic point raised by the mishna concerning living in Eretz Yisrael, the Sages taught: A person should always reside in Eretz Yisrael,<sup>6</sup> even in a city that is mostly populated by gentiles, and he should not reside outside of Eretz Yisrael, even in a city that is mostly populated by Jews. The reason is that anyone who resides in Eretz Yisrael is considered as one who has a God, and anyone who resides outside of Eretz Yisrael is considered as one who does not have a God. As it is stated: “To give to you the land of Canaan, to be your God” (Leviticus 25:38).

The Gemara expresses surprise: And can it really be said that anyone who resides outside of Eretz Yisrael has no God? Rather, this comes to tell you that anyone who resides outside of Eretz Yisrael is considered as though he is engaged in idol worship. And so it says with regard to David: “For they have driven me out this day that I should not cleave to the inheritance of the Lord, saying: Go, serve other gods” (1 Samuel 26:19). But who said to David: Go, serve other gods? Rather, this comes to tell you that anyone who resides outside of Eretz Yisrael is considered as though he is engaged in idol worship.

§ The Gemara relates: Rabbi Zeira<sup>7</sup> was avoiding being seen by his teacher, Rav Yehuda, as Rabbi Zeira sought to ascend to Eretz Yisrael and his teacher disapproved. As Rav Yehuda said: Anyone who ascends from Babylonia to Eretz Yisrael transgresses a positive mitzva, as it is stated:

BACKGROUND

*Perutot* of silver – פריטי דכספא: Since the value of silver coins in the ancient world was approximately equal to the value of the precious metals they contained, silver coins of very low denominations were not useful. A *peruta* was worth less than

half a gram of silver, and a coin of this value would have been very small in size. For a certain period of time small silver coins were used in Greece, but this practice was abandoned and copper coins were adopted instead.

PERSONALITIES

Rabbi Zeira – רבי זירא: Born in Babylonia, Rabbi Zeira, known in the Jerusalem Talmud as Rabbi Ze’ira, became one of the great third-generation *amora'im* of Eretz Yisrael. His father was a Persian government tax collector who was praised as one of the few who performed that function honestly. When Rabbi Zeira ascended to Eretz Yisrael he decided to identify himself entirely with the Torah of Eretz Yisrael. The Gemara relates that he undertook one hundred fasts to forget the Torah he studied in Babylonia.

Rabbi Zeira was renowned for his sharp intellect and authored many incisive *halakhot*. He was also known as an extremely God-fearing man, as attested by several stories. Due to his modesty, he did not even wish to be ordained with the title Rabbi. He relented only after being told that ordination atones for one’s sins.

The Gemara relates that he undertook one hundred additional fasts so that the fire of Gehenna would not harm him, and

he would test himself by entering a fiery furnace. On one occasion his legs were scorched, and from then on he was called: The little man with the scorched legs (*Bava Metzia* 85a). Rabbi Zeira was a contemporary of Rav Hisha, Rav Sheshet, and Rabba in Babylonia, and he was a contemporary of the disciples of Rabbi Yohanan in Eretz Yisrael, with whom he engaged in extensive halakhic discourse. Apparently, he was a flax merchant in Eretz Yisrael, and it is likely that for business reasons he returned to Babylonia several times.

The text of the beginning of Rabbi Zeira’s eulogy is preserved in the Talmud: The land of Shinar, i.e., Babylonia, conceived and gave birth; the land of splendor, i.e., Eretz Yisrael, raised her delight. Woe to me, said Rakkath, i.e., Tiberias, as she has lost her beloved instrument (*Megilla* 6a).

Rabbi Zeira’s son, Rabbi Ahava, was a Sage in the following generation.